

Summary in English

Default of time in business transactions and its consequences

The topic of a default of time in business transactions becomes very current in our society, which is one of the reasons I have chosen this topic for my diploma thesis.

The objective of my work is to define the conditions due to which the debtor or creditor get in the default of time and explain the consequences of the default of time of one of the contractual parties. In the thesis I shall focus primarily on the definition of the period for performance of the debtor's obligation, because definition of this matter in the Commercial Code is currently quite difficult to interpret and I shall bring attention to certain problems of the legislation related to the treatment of the consequences of the default of time by any of the parties. I would like to pay more attention to the default of time payment interests, as these are the most typical result of the debtor's default of time.

My diploma thesis is divided into nine chapters. The first chapter is the introduction defining the objective of my thesis.

The second chapter is called the "Default of time in Business Relationships" and specifies the term „default of time“. The default of time become when one of the parties, a debtor or a creditor, is in a default of time with performance of its due obligation. Depending on the party in the default of time we differentiate the default of time of the creditor and the default of time of the debtor. The default of time results in new obligations arising to a party in breach of its obligation, regardless of whether the breaching party is guilty of default of time or not.

The third chapter is called the „Debtor's default of time “ and is divided into 2 parts and specifies the conditions under which the debtor becomes in a default of time. The first part defines what is considered a due performance of the obligation in the Commercial Code. The second part deals with the issue of when the debtor is obliged to fulfill its obligations should such an issue not be treated by in a contract.

The fourth chapter is called „Creditor's default of time “ and resolves the issue of when the creditor is in a default of time. The creditor is in a default of time if it fails to take over the duly offered performance or fails to provide cooperation necessary for the debtor's performance of its obligations in a conflict with its obligations resulting from the contractual relationship.

The fifth chapter is called „Consequences of a default of time “ and specifies the conditions necessary for the default of time consequences proving.

The sixth chapter is divided into 6 parts, whereat each part deals with a different result of the debtor's default of time. The Commercial Code associates the following consequences with the debtor's default of time: the creditor's right to claim duly performance of the obligation, the creditor's right to withdraw from the contract, the creditor's right to claim compensation of damages, the right to claim payment of a contractual penalty, if contracted for the event of the debtor's default of time, transfer of the risk of damage to the matter to the debtor for the period of the default of time, if the risk has not been at the debtor before, and the right to claim default of time payment interests.

The seventh chapter is called the „Consequences of the Creditor's default of time “ and specifies the individual consequences associated with the creditor's default of time by the Commercial Code. The following belong among the consequences of the creditor's default of time: the debtor's default of time does not occur, is being put on hold or terminated, the debtor's right to claim performance of the creditor's obligations, the debtor's right for compensation of damages, the debtor's right to a contractual penalty, if provided for in the contract for the event of the creditor's default of time, the debtor's right to withdraw from the contract and the transfer of the risk of damage to the matter to the creditor, if the risk has not been at the creditor before, and the subject of performance is a matter that the creditor failed to take over in a conflict with its obligations.

The eight chapter is called “Directive 2000/35/EC of the European Parliament and of the Council on combating late payment in commercial transactions and the Art. 369a of the Commercial Code“ and deals with interpretation issues arising from implementation of the above provided directive into our legislative system.

The ninth chapter, called the „Conclusion“ summarizes the main findings.